

# FUJIFILM Cash Back on FUJIFILM X-H1 camera body & X-H1 camera body when bought with FUJIFILM XF16-55mm lens.

1. This FUJIFILM Cash Back on FUJIFILM X-H1 camera body and FUJIFILM X-H1 camera body when bought with FUJIFILM XF16-55mm lens (“Promotion”) runs from NZDT 12.01AM Friday 16<sup>th</sup> August 2019 to 11.59PM Monday 30<sup>th</sup> September 2019 (the “Promotional Period”), and applies exclusively to the purchase by customers (“FUJIFILM NZ Customers”) during the Promotional Period of relevant FUJIFILM NZ promotional products, being Qualifying Purchases (as specified in clause 6.1 below), from FUJIFILM NZ Limited (“FUJIFILM NZ”) at an authorised FUJIFILM NZ outlet in New Zealand (“Authorised FUJIFILM NZ Outlet”), and is subject to available stock.

2. For the avoidance of doubt, this Promotion will not apply to Qualifying Purchases made after 11.59PM Monday 30<sup>th</sup> September 2019.

3. All Claims (see clause 5.2.3 below) must be validly lodged, and actually received by FUJIFILM NZ by no later than 5.00PM on Friday 11<sup>th</sup> October 2019 (“Close-off Date”). FUJIFILM NZ will not process any claims received after the Close-off Date and is not responsible for late, lost or incomplete or misdirected Claims.

4. FUJIFILM NZ Customers who participate in this Promotion are deemed to have agreed to be bound by these terms and conditions (“Terms and Conditions”).

5. Each FUJIFILM NZ Customer who: 5.1 completes a Qualifying Purchase from an Authorised FUJIFILM NZ Outlet within the Promotional Period; and 5.2 completes and submits by the Close-off Date a properly and fully completed redemption form (found at [www.fujifilm.co.nz/products/promotions](http://www.fujifilm.co.nz/products/promotions)) including without limitation, the following details: 5.2.1 the FUJIFILM NZ Customer’s full contact details; 5.2.2 the Qualifying Purchase date and the name of the Authorised FUJIFILM NZ dealer; and 5.2.3 proof of the Qualifying Purchase (see clause 6.3 below) (“Claim”), will be entitled to receive the Cashback Payment as specified in clause 6.2, subject to these Terms and Conditions.

6. For the purposes of these Terms and Conditions: 6.1 “Qualifying Purchase” means the purchase of a FUJIFILM promotional product specified under the words “Qualifying Purchase” in the table below; and 6.2 “Cashback Payment” means, in the case of a specified Qualifying Purchase, the corresponding monetary amount (as applicable) specified under the words “Cashback Payment” in the table below:

<b>Qualifying Purchase (in a single transaction):</b>	<b>Cashback Payment (NZD)</b>
<b>FUJIFILM X-H1 camera body</b>	<b>\$500</b>
<b>FUJIFILM X-H1 camera body when bought with FUJIFILM XF16-55mm lens</b>	<b>\$1250</b>

6.3 "Proof of the Qualifying Purchase" includes a scan or photo of the original receipt issued for the Qualifying Purchase by the Authorised FUJIFILM NZ Outlet, or such other proof of the Qualifying Purchase as is acceptable to FUJIFILM NZ in its sole discretion. To qualify for the "When bought with" cash back both qualifying products must be shown on the same receipt. Failure to produce Proof of the Qualifying Purchase(s) may, at the sole discretion of FUJIFILM NZ, result in forfeiture of any right to a Cashback Payment.

7. Following receipt and verification of a Claim by FUJIFILM NZ, FUJIFILM NZ will either: 7.1 issue a cheque for the Cashback Payment in the amount specified in clause 6.2, payable to the name supplied on Claim ("Cheque") and will post the Cheque to the address specified on the Claim; or 7.2 conduct a direct debit transfer in the amount specified in clause 6.2, in accordance with the details supplied on the Claim ("Transfer").

8. FUJIFILM NZ reserves the right to accept or reject any Claim in its sole and absolute discretion including without limitation, rejecting claims that are incorrect or incomplete.

9. Only one (1) Claim per Qualifying Purchase may be made.

10. Any FUJIFILM NZ Customer who completes a Qualifying Purchase for which a Cashback Payment is subsequently given will not be eligible to receive any further Cashback Payment in relation to that Qualifying Purchase and may, if requested by FUJIFILM NZ, be required to return to FUJIFILM NZ any Cashback Payment received by that FUJIFILM NZ Customer in relation to that Qualifying Purchase.

11. Fraudulent conduct in respect of any Claim may result in legal action.

12. Any FUJIFILM NZ Customer who has submitted a valid Claim to FUJIFILM NZ should allow up to 28 working days for delivery of the Cheque or receipt of the Transfer (as applicable), calculated from 14 days after the date on which FUJIFILM NZ approves the validity of such Claim and notifies the FUJIFILM NZ Customer by email.

13. This Promotion is not available in conjunction with any other promotions or other offers whatsoever unless otherwise specified and is only available to New Zealand residents.

14. Any right to receive a Cashback Payment in connection with a Qualifying Purchase under this Promotion is personal to the relevant FUJIFILM NZ Customer and cannot be assigned, transferred or exchanged for cash or other products and can only be redeemed through FUJIFILM NZ.

15. Any tax liability, which may arise as a result of any Claim, will be the sole responsibility of the relevant FUJIFILM NZ Customer.

16. FUJIFILM NZ has no control over the internet or mobile telephone communications, networks or lines, bugs, viruses and server problems and accepts no responsibility for any problems associated with them, for any reason. Claims are deemed to be received at the time of receipt by FUJIFILM NZ. Records of FUJIFILM NZ are final and conclusive as to time of receipt, product eligibility and any other information deemed relevant.

17. FUJIFILM NZ will not be liable for any loss, damage or injury of any nature howsoever caused or sustained by any participant under this Promotion.
18. FUJIFILM NZ shall not be liable for any failure to fulfil the Promotion, or to satisfy any of these Terms and Conditions, owing to circumstances beyond its reasonable control.
19. Deliveries of Cheques will only be made to New Zealand addresses. If a FUJIFILM NZ Customer provides an incorrect address in their Claim which results in a lost, undelivered or un-received Claim or Cheque, or non-payment of a Claim, FUJIFILM NZ may, in its sole discretion, re-issue and resend the relevant Cheque to the FUJIFILM NZ Customer, if the FUJIFILM NZ Customer first pays to FUJIFILM NZ a non-refundable NZD\$10.00 re-issue charge. Claims will only be accepted where a New Zealand delivery address is supplied i.e. supplying a PO Box delivery address will invalidate any Claim.
20. Transfers will only be conducted to valid New Zealand bank accounts. FUJIFILM NZ shall not be liable if a FUJIFILM NZ Customer provides an incorrect account number, name or other details in the Claim which results in non-payment or non-receipt of a Transfer or Claim.
21. By entering this Promotion each claimant is taken to consent to FUJIFILM NZ using the relevant FUJIFILM NZ Customer's personal information to administer this Promotion including disclosing the FUJIFILM NZ Customer's personal information to organisations that assist FUJIFILM NZ with administering this Promotion. FUJIFILM NZ Customers who participate in this Promotion also consent to FUJIFILM NZ using their personal information for future marketing purposes, unless otherwise advised by the FUJIFILM NZ Customer. FUJIFILM NZ Customer may access and correct any personal information held by FUJIFILM NZ, upon request to the FUJIFILM NZ.
22. FUJIFILM NZ respects the privacy of the claimants. Any personal information will be collected, held, used and disclosed in accordance with the FUJIFILM NZ's privacy policy which is available at <http://www.fujifilm.co.nz/support/privacy-policy>.
23. If any act or omission, event or circumstance occurs which is beyond the reasonable control of FUJIFILM NZ and which prevents FUJIFILM NZ from complying with these Terms and Conditions, FUJIFILM NZ will not be liable for any failure to perform or delay in performing its obligation and FUJIFILM NZ reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend this Promotion.
24. FUJIFILM reserves the exclusive right to amend these Terms and Conditions at any time and for any reason.
25. Employees of FUJIFILM NZ, its subsidiary companies, franchisees, their families, agents, retailers and other parties directly involved with this Promotion are not eligible to participate in this Promotion.
26. These Terms and Conditions are governed by the laws of New Zealand.
27. The Promoter is FUJIFILM NZ Limited of 2C William Pickering Drive, Rosedale, Auckland 0632.